

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**BOBBY HAYES AND
THARASA TAYLOR-HAYES,**
Plaintiffs,

v.

**EK REAL ESTATE SERVICES OF NY,
LLC, ET AL.,**
Defendants.

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CIVIL ACTION NO. 3:21-CV-02901-S

**DECLARATION OF ROBIN ZIEK
IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT**

I, Robin Ziek, pursuant to 28 U. S.C. § 1746, declare as follows:

1. “My name is Robin Ziek. I am over 18 years of age, of sound mind, and with personal knowledge of the following facts, which are true and correct. I am fully competent to testify to these facts. My birthdate is June 15, 1961, and my office address is 24 Greenway Plaza, Suite 2050, Houston, Texas 75046.

2. I am an attorney of record for Plaintiffs Bobby Hayes and Tharasa Taylor-Hayes (“Plaintiffs”) in the above-styled matter. I am authorized to make this Declaration on behalf of Plaintiffs, and I do so in support of *Plaintiffs’ Request for Entry of Default* against Defendants EK Real Estate Services of NY, LLC (“EK Real Estate”), EasyKnock, Inc. (“EasyKnock”), and LendingOne, LLC (“LendingOne,” together with EK Real Estate and EasyKnock, “Defendants”).

3. On November 18, 2021, each of the Defendants was duly served with a Waiver of the Service of Summons [Dkt. Nos. 3-5], together with *Plaintiffs’ Original Complaint* with Civil Cover Sheet and Exhibits A- D [Dkt. 1; and Dkt. 1-1 through 1-5], and *Plaintiffs’ Certificate of Interested Parties* [Dkt. 1-6].

4. The executed Waivers of Service for Defendants EasyKnock [Dkt. 3] and EK Real Estate [Dkt. 4] were filed with the Court on November 19, 2021. The executed Waiver of Service for Defendant LendingOne [Dkt. 5] was filed with the Court on November 23, 2021.

5. EasyKnock's, EK Real Estate's, and LendingOne's answers or other responsive pleadings to Plaintiffs' Original Complaint were originally due no later than January 17, 2022, 60 days after Defendants were served with the waivers. On December 16, 2022, the Court granted Defendants' motion for an extension of time to file answers [Dkt. 14] and extended Defendants' answer deadline until February 16, 2022.

6. Prior to the filing of *Plaintiffs' Request for Entry of Default* on April 25, 2022, no further extension of the deadline to serve an answer or other responsive pleading had been requested by counsel for any of the Defendants, nor have Plaintiffs agreed to any further extension of EasyKnock's, EK Real Estate's, or LendingOne's answer deadline.

7. Prior to the filing of *Plaintiffs' Request for Entry of Default*, none of Defendants EasyKnock, EK Real Estate, or LendingOne has timely filed in the above-styled matter an answer or other defensive pleading as required by Rules 55(a) and Rule 12(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

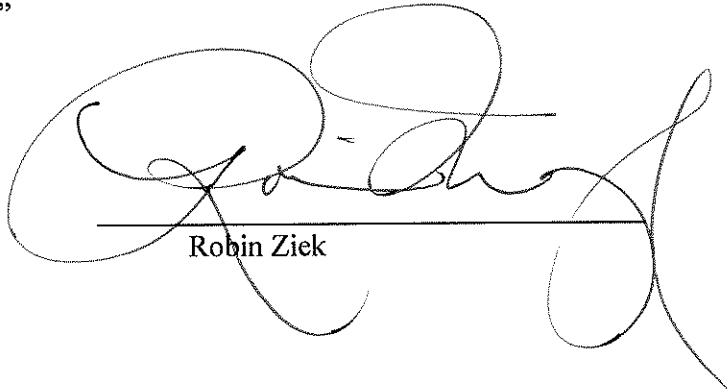
8. Although none of the Defendants has filed an answer or other defensive pleading in advance of the February 16, 2022, deadline, counsel for each of the Defendants have made appearances in the case. *See* [Dkt. Nos. 6-7, Notices of Appearance for LendingOne]; [Dkt. Nos. 8-12, and 20, Notices of Appearance for EK Real Estate and EasyKnock]. Defendants also filed a motion to abate the lawsuit [Dkt. 26], which was granted by the Court on March 4, 2022. [Dkt. 36]. As per the Court's order, all deadlines set by the court or the Federal Rules of Civil Procedure

were abated between March 4, 2022, the date of the abatement order, and April 24, 2022, when the abatement ended.

9. EasyKnock's, EK Real Estate's, and LendingOne's deadline for filing an answer or other responsive pleading expired on February 16, 2022, 90 days after Defendants were served. Until the abatement was granted on March 4, 2022, 106 days had passed since Defendants were served with *Plaintiffs' Original Complaint* and waived service as of November 18, 2021. Not including the 51 days during which this case was abated by the Court (between March 4 and April 24), as of the date of *Plaintiffs' Request for Entry of Default* request, it has been 107 days since Defendants were served with *Plaintiffs' Original Complaint* and waived service.

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct."

Signed on April 25, 2022.



Robin Ziek